

**MONTANA UNIVERSITY SYSTEM
REQUEST FOR PROPOSAL #51020-09006**

FACILITATOR for APPRECIATIVE INQUIRY/ASSET-MAPPING SESSION

PROJECT OVERVIEW:

The Office of the Commissioner of Higher Education seeks proposals for a facilitator to engage representatives of Montana's two-year colleges in a two-day session devoted to identifying, celebrating, and building a positive core for change based on an understanding of each institution's unique heritage and strengths, as well as the collective potential for collaboration, growth, and greater success. This project is one of the featured activities in Montana's Making Opportunity Affordable initiative.

BACKGROUND

Montana has been chosen by the Lumina Foundation as one of 11 states to fund for planning that will make their higher education systems more productive and cost effective. The Lumina initiative is called Making Opportunity Affordable (MOA) and Montana's planning is focused on how to increase enrollments and degree completion at our two-year colleges.

Montana has 15 two-year colleges, 2 four-year colleges offering two-year degrees, and 3 extension sites offering two-year programs. As part of the coordinating goal of the MOA planning year, Montana plans to convene key representatives of each two-year college in a two-day session in Helena, MT, and adapt the "appreciative inquiry" or asset-mapping process to produce the following outcomes:

- Identify the past and present capacities of each two-year education provider: the achievements, assets, innovations, strengths, lived values, high points, stories, expressions of wisdom.
- Map the common and unique elements of these capacities that form a positive core for change.

This convening will take place sometime between April 18 and April 30. The expected number of participants is 50-60.

RESPONSIBILITIES OF FACILITATOR

The Offeror will:

- Consult with the MOA Project Director to plan the session;
- Adapt, combine, or modify the appreciative inquiry process or asset-mapping process to design a two-day session that will achieve the desired outcomes of this project;
- Facilitate a two-day session in Helena with approximately 55 two-year college representatives from Montana's tribal colleges, community colleges, colleges of technology and four-year colleges offering two-year degrees.
- Submit a written summary of the outcomes of the session by May 31, 2009.

MINIMUM QUALIFICATIONS FOR FACILITATOR

- Familiarity with higher education models and issues, preferably at the two-year college level.
- Documentation of successful experiences facilitating large and diverse groups.
- Experience with the appreciative inquiry process or asset-mapping process or similar processes bringing diverse groups to appreciation of uniqueness and commitment to shared goals.
- Strong interpersonal and written communication skills.
- Excellent references

SUBMISSION PROCESS

The Offeror will prepare a written narrative of no more than three pages describing and providing specific examples documenting his or her general expertise and specific abilities to assume the responsibilities of the facilitator (see Evaluation Rubric, below). A separate page should list the names and contact information of three references. If the Offeror has questions, they should be addressed **via email** before **February 19, 2009**, to:

Kelly Hert
Procurement Officer
Montana University System
2500 East Broadway
PO Box 203201
Helena MT 59620-3201
khert@montana.edu

All questions and answers will be given in writing and will be posted on the MOA website no later than February 21, 2009. **Offerors must submit their narratives and list of references as PDF files to khert@montana.edu by February 27, 2009**

EVALUATION PROCESS

- A. Evaluation Committee.** A committee of three professionals at OCHE will evaluate the eligible proposals. Each professional will have extensive experience in preparing and evaluating RFP responses of this type.
- B. Evaluation of Responses.** The committee will review the written information from each respondent and provide an initial independent evaluation using the rubric (attached as ATTACHMENT A).
- C. Ranking of Responses.** Scores for each respondent in each criterion area will be averaged. The respondents will be ranked based on the highest total score. If one respondent's score is substantially higher than other respondents' scores, that respondent will be considered the only candidate advancing to the final evaluation. If three respondents' scores are all relatively close, all three will be considered finalists. No more than three respondents will advance to the final evaluation.
- A. Finalist Interviews.** An interview or interviews will be conducted for the finalist or finalists, using the evaluation rubric as the basis for the interview protocol.

B. Final Evaluation. When interviews have been completed, the evaluation committee will deliberate on the strengths and weaknesses of each finalist. Committee members will then independently evaluate each finalist, using the same evaluation rubric used for the initial evaluation. The finalist with the highest total score will be selected as the consultant.

C. Reference Interview. Prior to an offer being made, references will be checked.

PAYMENT FOR FACILITATOR:

Montana MOA will compensate the facilitator \$6,500 and pay all pre-approved travel and communication costs.

RFP SCHEDULE:

RFP Issue Date.....February 4, 2009
RFP Questioning Deadline.....February 19, 2009
OCHE Response Deadline.....February 21, 2009
RFP Response Due Date.....February 27, 2009

PROCUREMENT OFFICER

Kelly Hert
Procurement Officer
Montana University System
2500 East Broadway
PO Box 203201
Helena MT 59620-3201
<http://mus.edu/twoyear/default.asp>
(406) 444-6570
Fax: (406) 444-1469
khert@montana.edu

Attachments which are a part of this RFP:

ATTACHMENT A: Evaluation Rubric
ATTACHMENT B: Contract Form

Posted at:

www.gsd.mt.gov
<http://mus.edu/twoyear/default.asp>

ATTACHMENT A

Evaluation Rubric

Directions: Evaluate the respondent's general expertise, as well as the respondent's specific ability to assume the responsibilities associated with the consultation. Give a score ranging from 1 – 5, with 1 representing “extremely weak evidence of general expertise/specific ability” and 5 representing “extremely strong evidence of general expertise/specific ability.” Whenever helpful, provide comments explaining your evaluation.

General Expertise Criteria	1	2	3	4	5	Comments
Familiarity with higher education models and issues, preferably at the two-year college level						
Successful experience facilitating large and diverse groups						
Experience with appreciative inquiry/asset-mapping/similar processes						
Strong interpersonal and written communication skills						
Specific Abilities Criteria	1	2	3	4	5	Comments
Related experience in planning sessions as part of project team						
Ability to adapt process to achieve project goals						
References	1	2	3	4	5	Comments

ATTACHMENT B

CONTRACT FOR MOA CONSULTANT:
MAKING OPPORTUNITY AFFORDABLE FACILITATOR
OFFICE OF COMMISSIONER OF HIGHER EDUCATION
Contract #: 51020-09004

1. PARTIES

THIS CONTRACT is entered into by and between the Office of the Commissioner of Higher Education for the State of Montana (hereinafter referred to as "OCHE" or "the State"), whose address and phone number are 2500 Broadway Avenue, PO Box 203201, Helena MT 59620-3201, (406) 444-6570 and _____, (hereinafter referred to as the "Contractor"), whose address and phone number are _____ and _____.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, TERM, AND RENEWAL

This Agreement shall take effect upon contract execution and shall terminate upon performance but in any event no later than August 31, 2009, unless terminated earlier in accordance with its terms.

3. CONTRACTED SERVICES

Contractor agrees to provide the services set forth in the related Request for Proposal, which, in general includes the provision of coordination, preparation and facilitation of a two-day conference in Helena, Montana with regard to the Montana University System's initiative, "Making Opportunity Affordable," to plan for a more productive and cost-effective higher education system through the development of strategies to enhance increased enrollments and degree completion at the State's two-year colleges.

4. CONSIDERATION/PAYMENT

In consideration for the performance of the contracted services, OCHE shall pay the Contractor the total amount of Six Thousand, Five Hundred Dollars (\$6,500) plus the pre-approved actual and reasonable travel expenses consistent with state law and Board of Regents policy. OCHE will set benchmarks for delivery of the services by mutual agreement with the Contractor and may withhold payments if the Contractor has not performed in accordance with this contract and said benchmarks. Such withholding cannot be greater than the additional costs to OCHE caused by the lack of performance.

5. ACCESS AND RETENTION OF RECORDS

The Contractor agrees to provide OCHE and the Montana Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. § 18-1-118, MCA. The Contractor agrees to create and retain records supporting the contracted services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by OCHE or a third party.

ATTACHMENT B

6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of OCHE. § 18-4-141, MCA.

7. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save OCHE and the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this Agreement.

8. REQUIRED INSURANCE

The Contractor shall maintain, for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability and liability for negligence, in an amount and nature generally held by educational consultants and satisfactory to OCHE and shall provide a certificate of insurance to OCHE prior to execution of this contract. The Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials and employees with regard to claims against the State arising from the actions of the Contractor.

9. COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is an independent contractor and neither contractor nor its employees are employees of the State of Montana. Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for OCHE in accordance with §§ 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of a certificate of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status, valid for the entire term of this Agreement.

10. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, and local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In accordance with § 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

11. CONTRACT TERMINATION

OCHE may, by written notice to the Contractor, terminate this contract without cause and the Contractor will be paid for work already performed.

ATTACHMENT B

12. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of OCHE shall be through single points of contact designated as contract liaisons. A change of liaison may be made by written notice to the liaison for the other party. The liaisons and their contact information is listed below:

Mary Sheehy Moe, Deputy Commissioner for Two Year Colleges
Office of the Commissioner of Higher Education
2500 East Broadway
PO Box 203201
Helena MT 59620-3201
(406) 444-6570
Fax: (406) 444-1469
mmoe@montana.edu

13. MEETINGS

The Contractor is required to meet with OCHE's liaison or designated representatives to resolve technical, contractual or scheduling problems during the term of the contract or to discuss the progress made by Contractor in the performance of the work. Such meetings shall be at no additional cost to OCHE. Meetings will occur as problems arise and will be coordinated by OCHE. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution, consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the contract.

14. INTELLECTUAL PROPERTY

Intellectual property first created by Contractor as a specifically-identified deliverable item under this contract, whose creation and development was funded solely by amounts received by Contractor from the State under this Contract for this specific purpose must be available to the State for royalty-free and nonexclusive use. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract.

15. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees.

16. SCOPE, AMENDMENT, AND INTERPRETATION

This contract consists of 4 numbered pages, any Attachments as required. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order. These documents contain the entire agreement of the Parties. Any enlargement, alteration or modification requires a written amendment signed by both parties. If any provision of this Contract is found to be unlawful, the other provisions shall remain in full force and effect.

ATTACHMENT B

17. EXECUTION

The parties through their authorized agents have executed this Contract on the dates set out below.

Commissioner of Higher Education
2500 East Broadway
PO Box 203201
Helena MT 59620-3201
Federal ID # 810302402

BY: _____ BY: _____
 Sheila M. Stearns (Name/Title)
 Commissioner of Higher Education

DATE: _____ DATE: _____

Approved as to Legal Content and Form:

Catherine M. Swift Legal Counsel	Date
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Kelly Hert OCHE Procurement Officer	Date
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